REMARKS/ARGUMENTS

These remarks are in response to the Final Office Action dated July 16, 2004. Claims 1-43 are pending in the present application. Claims 1-43 have been rejected. Claims 1-43 remain pending. For the reasons set forth more fully below, Applicants respectfully submit that the claims as presented are allowable. Consequently, reconsideration, allowance, and passage to issue are respectfully requested.

In the event, however, that the Examiner is not persuaded by Applicants' arguments, Applicants respectfully request that the Examiner enter the arguments to clarify issues upon appeal.

Claim Rejections - 35 U.S.C. §103

The Examiner has stated:

> Claims 1-43 are rejected under 35 U.S.C. 103(a) as being unpatentable over Bowman-Amuah (Bowman), US 6,289,382, 11 September 2001, in light of Drosset et al (Drosset), US 6,662,231, 09 December 2003.
> Bowman addresses the use of schedules and prices in a number of ways, and the costs of developing, maintaining, and using services are discussed repeatedly. The components of technology services set forth at COL 19 lines 65-66 include a delivery schedule. The delivery of media is scheduled [COL 42 lines 24-34; COL 112 lines 51-57]. Prices are components of business applications [COL 100 lines 54-57]. Architecture reduces cost of service delivery [COL 20 lines 50-51]. See also COL 26 lines 12-19; COL 30 lines 38-44; COL 38 lines 7-21; COL 55 line 65 to COL 56 line 5; COL 113 lines 47-56; COL 123 lines 46-58; and elsewhere. The clear teaching is that services cost money in many ways and that cost is a basic component of the business of providing services.
> However, Bowman does not explicitly state that database services are provided at an agreed-upon price and schedule, but clearly client and provider must agree implicitly or explicitly on price and schedule in order to create a business exchange.
> One application of this principle is set forth at COL 113 lines 47-56, where delivery costs may affect the transmission of reports.
> Bowman includes audio among his web-based services [FIG 15].
> Drosset is directed to subscriber-based audio services stored in a database over the Internet [FIG 1; COL 2 lines 37-67]. The service provided is by subscription that may be paid. [COL 13 lines 53-62]. At another level, users may be commercial

suppliers such as advertisers who schedule music operations [COL 2 lines 53-59], rather than end-users.

Drosset is explicit about the use of a browser at FIG 15 and COL 10 lines 15-20 and HTML [COL 6 lines 60-67 and elsewhere]. The clients devices of the preferred embodiments of Drosset are in general use and do not require downloading of database software [COL 3 lines 22-58 and elsewhere]. Drosset points out that a paid subscription involves an agreed-upon schedule and price [COL 13 lines 63-62].

Bowman does not explicitly state that the services provided are subscription services, but Drosset teaches the use of subscription services to deliver music to users in a way that protects the rights of the owners of the music.

It would have been obvious to one of ordinary skill in the art at the time of the invention to deliver services with an agreed-upon price and schedule in order to promote mutual satisfaction in a business transaction, including protection of the rights of the owners of the music.

Bowman is quite extensive, the claims are considered to be broad, and as a result, many aspects of the claims are taught repeatedly in Bowman. Thus the specific citations used to address claim limitations are to be taken as exemplary, not exhaustive. ...

As to claim 28, the aspects of Internet service technologies that place software in a variety of levels and thus do not require downloading in some sense are taught by at least in terms of Netcentric applications launched from a Browser [COL 36 lines 42-51] and architecture functions that perform services such as at database calls [COL 100, lines 52-54].

Applicants respectfully disagree with the Examiner's rejections. Bowman in view of Drosset does not teach or suggest the combination of "accessing the database over a public network by a browser without downloading database software," and "controlling access to the database based on an agreed-upon schedule and price," as recited in independent claim 1.

With regard to "accessing the database over a public network by a browser without downloading database software," as recited in the present invention, the Examiner has stated (on page 5 of the Final Office Action) that aspects of Internet service technologies place software in a variety of levels and thus "do not require downloading in some sense" are taught by Bowman in its discussion of Netcentric applications, referring to column 36, lines 42-51. However, this section of Bowman mentions Netcentric applications generally and does not specifically mention database software. This section specifically mentions PointCast, which is a Netcentric application that relies on the Internet to deliver stock prices, news headings, sports updates, etc.

to the user. However, the PointCast application is "located on the user's machine." This would require that software be downloaded onto the client. Bowman also describes software being at different levels, as suggested by the Examiner. However, Bowman specifically states that at "a minimum, a two-tiered client/server architecture assumes that an application's presentation logic resides on the client" (column 33, lines 8-22). This would also require that software be downloaded onto the client. Bowman clearly teaches away from the present invention where a database is accessed by a browser "without downloading database software."

The Examiner has referred to Drosset as being explicit about client devices that "do not require downloading of database software," referring to column 3, lines 22-58. However, Drosset in this section does not discuss database software. Instead, Drosset discusses the architecture (i.e., hardware) of a network (Figure 1, and column 3, lines 22-58). Nowhere does Drosset specifically state that a database is accessed by a browser "without downloading database software," as recited in the present invention.

With regard to "controlling access to the database based on an agreed-upon schedule and price," as recited in the present invention, Applicants agree with the Examiner that Bowman does not explicitly state that database services are provided at an agreed-upon schedule and price. Applicants respectfully submit that Drosset also does not teach or suggest this feature. The Examiner has stated that "Drosset points out that a paid subscription involves an agreed-upon schedule and price," referring to column 13, lines 53-62. However, Drosset merely mentions a "payment schedule." The payment schedule of Drosset is not the same as a schedule for accessing a database as in the present invention, but is instead a payment schedule for making payments "by week, month, year, etc." (column 15, lines 14-29). In Drosset, the payment

schedule enables a user to simply be a "paying" member, so that the user can search for music

and transact purchases (column 13, lines 53-62).

A benefit of the present invention is that billing can be calculated based on an agreed-

upon schedule, such as computing resources allocated to the user, the network bandwidth made

available to the user, or management services such as back-up, restore, performance tuning, etc.

(specification, page 5, line 21, to page 6, line 4). Bowman even when combined with Drosset

fails to provide these benefits, because Bowman combined with Drosset would merely provide

access to information via the Internet based on a payment schedule (i.e., by week, month, year,

etc.).

Therefore, Bowman in view of Drosset does not teach or suggest the combination of steps

as recited in amended independent claim 1, and claim 1 is thus allowable over Bowman in view

of Drosset.

Independent claims 5, 9, 16, 23, 27-29, and 36

Similar to independent claim 1, independent claims 5, 9, 16, 23, 27, and 28 recite a

database and the combination of "accessing the database over a public network by a browser

without downloading database software" and "controlling access to the database based on an

agreed-upon schedule and price." As described above, with respect to independent claim 1,

Bowman in view of Drosset does not teach or suggest this feature. Accordingly, the above-

articulated arguments related to independent claim 1 apply with equal force to claims 5, 9, 16,

23, 27, and 28. Therefore, these claims are allowable over Bowman in view of Drosset for at

least the same reasons as claim 1. Claims 29 and 36 recite a database and "controlling access to

the database based upon a mutually agreed-upon criteria between a provider of the database and the user." Bowman in view of Drosset does not teach or suggest access to a database based upon a mutually agreed-upon criteria such as schedule and price. Accordingly, claims 29 and 36 are allowable over Bowman for at least the same reasons as claim 1.

Remaining dependent claims

Dependent claims 2-4, 6-8, 10-15, 17-22, 24-26, 30-35, and 37-43 depend from independent claims 1, 5, 9, 16, 23, 29, and 36, respectively. Accordingly, the above-articulated arguments related to independent claims 1, 5, 9, 16, 23, 29, and 36 apply with equal force to claims 2-4, 6-8, 10-15, 17-22, 24-26, 30-35, and 37-43, which are thus allowable over the cited references for at least the same reasons as claims 1, 5, 9, 16, 23, 29, and 36.
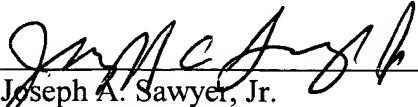
Conclusion

In view of the foregoing, Applicants submit that claims 1-43 are patentable over the cited references. Applicants, therefore, respectfully request reconsideration and allowance of the claims as now presented.

Applicants' attorney believes that this application is in condition for allowance. Should

any unresolved issues remain, the Examiner is invited to call Applicants' attorney at the

telephone number indicated below.

Respectfully submitted,

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Date

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